

TAP FORWARD OCONUS DEPLOYMENT SOW

1. A deployment will require contractor personnel to support a Major Regional Contingency and/or other hostile action in an OCONUS location. The contractor shall provide personnel in support of contingency deployment situations as specified in the attached TAP Deployment Guide. As directed, the contractor shall provide unique parts supply support, technical inspections and minor repairs for M1A2/M1A2 SEP Tanks, Wolverine, and Bradley A3, A2, ODS, and C2V at an OCONUS location. In addition, the Contractor shall provide DSESTS and the required Test Program Sets to diagnose, maintain, and repair the LRUs and SRUs of those systems. The Contractor shall deploy employee(s) with the support elements actions as a forward TAP facility annex to support supply transactions and warehouse parts. The facility will be provided by the USG. All supply and maintenance transactions will flow thru the normal TAP facility processes identified in the contract for accountability and EADT reporting requirements.
2. The personnel, equipment and supply package that will deploy will be determined based upon the number of M1A2/M1A2 SEP Tanks, Wolverines and Bradley A3, A2, ODS, and C2V variants projected to be in the theater of operations. The contractor shall configure, upload, and sustain Government furnished contingency vans in a deployable condition. The contractor shall have vans fully loaded and ready to deploy no later than 8 hours from initial call forward. The contractor shall be required to meet this requirement based upon technical direction by the government contract officer and this SOW. The contractor shall provide sufficient management and oversight to ensure the continued operation and sustainment of existing TAP facilities and OCONUS deployment operations.
3. The contractor shall provide in-theater communication to include cellular phones and standard digital pagers for each person deployed in order to support in-theater operations only. Communications to CONUS must utilize Government furnished DSN capability, as available. All pagers/cellular phones shall be utilized for official use only and are subject to audit. No effort is authorized or required by this paragraph and all requirements for services, personnel, supplies, equipment and costs must be described in a separate CLIN for the specific operation.
4. The Government may direct the contractor to perform in support of a contingency or exercise, as provided by law or defined by the applicable Army Service Component Command. Services will be performed in the intermediate sustainment base (ISB) or core rear area in support of the contingency or exercise.
5. The contractor shall develop and maintain a deployment plan for personnel subject to deploy in support of contingency operations. The deployment plan will follow guidelines set forth in AMC-P 715-18 and DA PAM 715-16. The Contractor shall certify that deploying contractor personnel have completed all administrative requirements set forth in APPENDIX C, DA PAM 715-16 and furnish a copy of the certified checklist to the TACOM Plans and Operations Office.

6. Management.

a. The contractor shall ensure that all contractor employees will comply with all guidance, instructions and general orders applicable to U.S. Armed Forces and DOD civilians and issued by the Theater Commander or his/her representative. This will include any and all guidance and instructions issued based upon the need to ensure mission accomplishment, force protection, safety, and unit cohesion.

b. The contractor shall comply, and shall ensure that all deployed employees and agents comply, with pertinent Department of Army and Department of Defense directives, policies, and procedures, as well as federal statute, judicial interpretations and international agreements (e.g., Status of Forces Agreements, Host Nation Support Agreements, etc.) applicable to U.S. Armed Forces or U.S. citizens in the area of operations. The contracting officer will resolve all disputes.

c. The contractor shall promptly resolve, to the satisfaction of the contracting officer, all contractor employee performance and conduct problems identified by the cognizant contracting officer or his/her designated representative. The contracting officer may direct the contractor, at the contractor's expense, to remove or replace any contractor employee failing to adhere to instructions and general orders issued by the Theater Commander or his/her designated representative.

7. Accounting For Personnel. As directed by the contracting officer or his/her representative, the contractor shall report its employees entering and leaving the area of operations. As directed by the contracting officer or his/her representative, the contractor shall report its employees in the area of operations by name and by location.

8. Risk Assessments and Mitigation.

a. The contractor shall brief its employees regarding the potential danger, stress, physical hardships and field living conditions. The contractor shall require all its employees to acknowledge in writing that they understand the danger, stress, physical hardships and field living conditions that are possible if the employee deploys in support of military operations.

b. The contractor shall insure physical and medical evaluations are conducted on of all its deployable employees and/or mission essential employees to ensure that they are medically fit and capable of enduring the rigors of deployment in support of a military operation.

c. The contractor shall replace employees within 72 hours, or as directed by the contracting officer, at contractor expense, if the employee departs an area of operations without permission.

d. The contractor shall designate a point of contact for all of its plans and operations. The contractor shall prepare plans for support of military operations as required by contract or as directed by the contracting officer.

e. For badging and security purposes, the contractor shall provide the Army with a list of suitable or qualified subcontractors including local vendors in an area of operations.

f. As required by the operational situation, the government will relocate contractor personnel (who are citizens of the United States, aliens resident in the United States or third country nationals, not resident in the host nation) to a safe area or evacuate them from the area of operations. Orders to relocate can be handled as a change in the place of performance. Evacuation orders supersede contract provisions.

9. Funding. The contractor shall provide a cost estimate within 24 hours of a tasking by the contracting officer or other time period as defined or determined by the contracting officer.

10. Force Protection. The Army will provide force protection to contractor employees commensurate with that given to Department of the Army civilians and military personnel in the area of operations, unless otherwise specified in the contract.

11. Reception, Staging, Onward Movement And Integration (RSO&I). Upon arrival in the area of operations, contractor employees will receive Reception, Staging, Onward movement and Integration, as directed by the contracting officer or his/her designated representative. The contractor should be prepared to move material and equipment using U.S. government transportation and comply with applicable transportation regulations, such as; MILSTAMP, etc., for safety, packaging, tie-down, etc.

12. Pay. The government is not a party to the employee-employer relationship. Any questions, which contractor employees have regarding pay, should be discussed with the contractor. In the event the contractor must pay additional compensation above that contemplated under the contract, to retain or obtain personnel to perform in an area of operations during a declared contingency, the contractor will be entitled to an equitable adjustment under this contract. The contractor shall furnish proper data to the contracting officer to substantiate any adjustment to the contract. Failure to agree to the amount of an adjustment shall be a dispute within the meaning of the clause entitled "Disputes" as contained in this contract.

13. Tour Of Duty/Hours Of Work. "Tour of Duty" is defined as the length of deployment. "Hours of Work" is defined as the hours worked during a normal workday. Prior to deployment the contracting officer will provide the contractor with the anticipated tour of duty and hours of work duration of the deployment. The contractor shall comply with all duty hours and tours of duty identified by the contracting officer. The contracting officer may modify the work schedule to ensure the Government's

ability to continue to execute its mission. The contractor, at his/her own expense, may rotate contractor employees into and out of the theater.

14. On-Call Duty. The contractor shall be reasonably available to work (i.e., “on-call”) during other than “regular hours” to perform high priority tasks. The contracting officer, or his/her designated representative, will identify the parameters of “reasonable availability” and all remuneration for “on-call” duty. The contracting officer may negotiate an equitable adjustment to the contract, consistent with pre-award cost negotiations, concerning extended hours, surges and overtime requirements.

15. Logistic Support Element (LSE). The contractor shall place all employees deploying to support this contract under administrative control of the designated LSE. All personnel attached to the LSE shall be required to follow reporting procedures for entering and leaving the area of operation. The reporting procedures will be provided to the contractor employees during pre-deployment processing. In-theater support to contractor employees attached to the LSE generally will be the responsibility of the employer.

16. Central Processing and Departure Point

a. The U.S. Army has created several sites within the Continental United States (CONUS) for expeditiously preparing individuals for deployment to a combatant area or theater of operation. These sites are known as CONUS Replacement Centers (CRC) or Individual Deployment Sites (IDS). If central processing is required, the contractor employees will be issued “Letters of Accreditation” for processing through a specific CRC/IDS.

b. For any contractor employee determined by the Government to be non-deployable, the contractor shall promptly remedy the problem. If the problem cannot be remedied, a replacement having equivalent qualifications and skills shall be provided as determined by the contracting officer.

c. The contracting officer will inform the contractor of all required mission training and the location of the required training. The contractor shall ensure that all deploying employees successfully complete all required mission training. The contracting officer will inform the contractor of all Nuclear, Biological, and Chemical (NBC) equipment and Chemical Defensive Equipment (CDE) training requirements and standards. The Government will provide the contractor employees with CDE familiarization training commensurate with the training provided to Department of Defense civilian employees.

d. Records Screening. As part of the deployment processing for contractor employees, the CRC will screen contractor personnel records, conduct theater specific briefing and training, issue theater specific clothing and individual equipment, verify that medical requirements (such as immunizations, DNA screening, HIV testing and dental examinations) for deployment have been met, and arrange for transportation to

the theater of operation. While processing at the CRC/IDS, the Government will furnish lodging but will charge a nominal fee for meals. If CRC/IDS processing is not required, contractor employees should receive processing information from their employer prior to deployment.

e. Contractor employees will receive the following three (3) distinct forms of identification at the CRC/IDS processing point. Upon redeployment, the contractor shall ensure that all issued controlled identification cards and tags are returned to the government.

DD Form 1173, Uniform Services Identification Card
DD Form 489, Geneva Convention Identify Card
Personal identification tags (i.e., "dog tags")

f. If contractor employees are processed for deployment by their employer, it is the responsibility of the employer to ensure its employees receive required identification prior to deployment.

17. Medical Screening. The contracting officer will provide the contractor with all physical and medical requirements and standards necessary for deployment. It is the responsibility of the contractor to provide qualified, capable personnel who meet the physical standards and medical requirements to perform the contracted duties.

18. Letters of Accreditation. In order to process through the designated CRC/IDS and receive government transportation from the CRC/IDS to the theater of operations and return, contractor employees need to receive Letters of Accreditation. These Letters of Accreditation will be prepared by the contracting officer and authorized by the supporting installation. These Letters of Accreditation will state the intended length of assignment in the area of operation and will often identify planned use of government facilities and privileges in the theater of operations, as authorized by the contract.

19. Clothing And Equipment Issue.

a. Clothing and Equipment Issue. Contractors accompanying the force are not authorized to wear military uniforms except for specific items required for safety and security. Items of personal clothing and personal care, to include both casual attire and work clothing required by the particular assignment, are the responsibility of the individual contractor employee and will not be issued at the deployment center. Clothing should be distinctive and unique and not imply that the contractor is a military member, while at the same time not adversely affecting the Government's tactical position in the field.

b. If required by the Theater Commander, however, the deployment-processing center will issue Organizational Clothing and Individual Equipment (OCIE) to contractor personnel. The contractor or contractor employee shall sign for all issued organizational clothing and individual equipment, thus acknowledging receipt and

acceptance of responsibility for the proper maintenance and accountability of issued organizational clothing and individual equipment. Contractor employees shall be responsible for maintaining and returning all issued clothing and equipment back to the place of issuance upon returning from the theater of operation. In the event that issued clothing and/or equipment is lost or damaged due to negligence, a report of survey shall be initiated IAW AR 735-5. Additionally, the contracting officer may require the contractor to reimburse the government for organizational clothing and individual equipment lost or damaged due to contractor negligence.

c. If required by the Theater Commander, contractor employees also will be provided protective clothing and equipment, including Nuclear, Biological, and Chemical (NBC) defensive equipment. If required, the deployment processing center will provide NBC familiarization training as part of the deployment processing. Contractors accompanying the force are not authorized to wear military uniforms except for specific items required for safety and security.

20. Weapons and Training.

a. The government will provide force protection for contractor personnel. The government may issue sidearms to contractor employees for their personal self-defense. The issuance of such weapons must be authorized by the Theater Commander and must comply with military regulations regarding firearms training and safe handling. However, contractor employees shall not possess personally owned firearms in the area of operations. The acceptance of self-defense weapons by a contractor is voluntary and should be in accordance with the employer's company policy regarding possession and/or use of weapons. When accepted, the contractor employee is responsible for using the weapon in accordance with the applicable rules governing the use of force. The contractor employee is legally liable for any use that is not in accordance with the rules of engagement. Also when accepted, only military issued ammunition may be used in the weapon.

b. Prior to issuing any weapons to contractor employees, the government will provide the contractor employees with weapons familiarization training commensurate to training provided to Department of Defense civilian employees.

c. The contractor shall ensure that its employees adhere to all guidance and orders issued by the theater Commander or his/her representative regarding possession, use, safety and accountability of weapons and ammunition. Contractors shall screen employees and subcontractor employees to ensure that employees can be issued a weapon in accordance with U.S. law or applicable host nation laws.

d. Upon redeployment or notification by the government, the contractor shall ensure that all Government issued weapons and ammunition are returned to government control.

21. Legal Assistance.

a. As a general rule, contractor employees in the U.S. preparing to deploy abroad, or already deployed overseas, to perform work pursuant to any contract or subcontract with DA, generally will not be eligible to receive legal assistance from Army military or Army civilian lawyers.

b. Contractor employees should satisfy all legal requirements that they deem necessary, such as a last will and testament, guardianship arrangements for children and estate planning, with privately retained attorneys before deployment. Payment of legal fees is a private matter between the contractor employee and the lawyer retained. The Army has no involvement.

c. Exception. If contractor employees are accompanying the Armed Forces of the U.S. outside the U.S., they may receive certain legal assistance from Army lawyers when DA or DOD is contractually obligated to provide this assistance as part of their logistical support.

d. If legal assistance is provided while contractor employees are deployed in the theater of operations, it must be in accordance with applicable international or host nation agreements. The legal assistance is limited and ministerial in nature (for example, witnessing signatures on documents and providing notary services), legal counseling (to include review and discussion of legal correspondence and documents), and legal document preparation (limited to powers of attorney and advanced medical directives), and help retaining non-DOD civilian attorneys.

22. Mission Training. The CRC/IDS will provide mission training designed to provide deploying individuals with a basic knowledge of what they can expect once they deploy into the theater of operations. Training will cover areas such as the Geneva Convention, Code of Conduct, Health and Sanitation, Legal Assistance, Customs and Courtesies for the area of deployment, applicable Status of Forces Agreement, Security, Weapons Familiarization and any additional training dictated by the special circumstances of the deployment and approved by the Theater Commander. If CRC/IDS training is not required, contractor employees should receive training on the identified topics by their employer prior to deployment.

23. Vehicle And Equipment Operation. The contractor shall ensure that deployed employees possess the required civilian licenses to operate the equipment necessary to perform the contract in the area of operations in accordance with the statement of work. Before operating any military owned or leased equipment, the contractor employee shall provide proof of license (issued by an appropriate governmental authority) to the contracting officer or his/her representative. The Government, at its discretion, may train and license contractor employees to operate military owned or leased equipment. The contractor and its employees shall be held jointly and severally liable for all damages resulting from the unsafe or negligent operation of military owned or leased equipment.

24. Passports/Visas. Contractor employees are required to carry a valid passport at all times when deployed and traveling overseas in support of military operations. Requirements for visas will be determined by the country of deployment/travel and obtained from the appropriate embassy prior to deployment. Applications for and costs of obtaining the required passports and visas are the responsibility of the contractor employee and/or contractor.

25. Customs Processing and Entrance and Exit Processing. While entering and exiting a foreign country, contractor employees will be subject to the customs processing procedures established for that country. Details for a contractor employee's deployment will be fully explained during the deployment processing. If IDS/CRC processing is not utilized, it is the responsibility of the contractor to provide the relevant information to the contractor employees prior to deployment. When returning, contractor employees will also be subject to U.S re-entry customs requirements in effect at the time of re-entry.

26. Living Under Field Conditions. The Government will provide to contractor employees deployed in the area of operations the equivalent field living conditions, subsistence, emergency medical and dental care, sanitary facilities, mail delivery, laundry service, and other available support afforded to Government employees and military personnel in the area of operations, unless otherwise specified in the contract.

27. Medical and Dental Care. Military and/or host nation emergency medical and dental care will be available should the need arise, at a level commensurate with that afforded government employees and military personnel. However, deployed contractor personnel generally do not receive routine medical and dental care at military medical treatment facilities unless this support is specifically included in the contract with the government.

28. Morale, Welfare, Recreation (MWR) And Support Services. Contractor employees working within the theater of operations may be eligible to use some or all MWR facilities and activities subject to the installation or Theater Commander's discretion and the terms of the contract. U.S. citizen contractor employees may be eligible for use of Army and Air Force Exchange Service (AAFES) facilities for health and comfort items. Use of these facilities will be based on installation and Theater Commander's discretion, the terms of the contract with the government, and the terms of the applicable Status of Forces Agreement (SOFA).

29. Status Of Forces Agreements (SOFA).

a. SOFA is international agreements between two or more governments that provide for various privileges, immunities and responsibilities, as well as the rights and responsibilities of individual members of the sending state's force. The contracting officer will advise the contractor of all applicable SOFA and other similar related agreements. The contractor shall adhere to all relevant provisions of applicable SOFA

and other similar related agreements. A contractor employees status will depend upon the specific provisions of the SOFA, if any, that is applicable between the U.S. and the country of deployment at the time of deployment. Contractor employees may or may not be subject to criminal and/or civil jurisdiction of the host country to which they are deploying.

b. As part of the CRC/IDS processing, contractor employees will be briefed as to their status under the SOFA or international agreement applicable to the deployment. If CRC/IDS processing is not required, it is the responsibility of the contractor employer to provide SOFA training to the contractor employees.

30. Uniform Code Of Military Justice (UCMJ). Civilian and contractor employees are subject to military law when serving with or accompanying an armed force only “in time of war”. The U.S. Supreme Court has ruled “in time of war” to mean a congressionally declared war. Contractor employees will not be subject to the UCMJ in a typical contingency operation.

31. Health and Life Insurance. The Army has no statutory obligation to provide a contractor employee with any health and/or life insurance as a result of overseas deployment. The contractor shall ensure that health and life insurance benefits provided to its deploying employees are in effect in the theater of operations.

32. Next Of Kin Notification. Before deployment, the contractor shall ensure that each contractor employee completes, and updates as necessary, a DD Form 93, Record of Emergency Data Card, and returns the completed form to the contracting officer’s representative or the designated Government official.

33. Return Processing Procedures. Upon completion of the deployment, or other authorized release the contracting officer will authorize contractor employee travel from the area of operations to the designated IDS/CRC site. At the return processing center the contractor shall ensure that all Government-issued clothing and equipment provided to the contractor or the contractor’s employees are returned to Government control upon completion of the deployment. The contractor shall provide the contracting officer with documentation, annotated by the receiving Government official, of all clothing and equipment returns.